

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE
VILLAGE OF WESTMONT AND THE VILLAGE OF SCHAUMBURG
FOR INFORMATION TECHNOLOGY SERVER CO-LOCATION**

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made this _____ day of _____, 2016, by and among the Village of Schaumburg, an Illinois municipal corporation (hereinafter referred to as "Schaumburg"), and the Village of Westmont, an Illinois municipal corporation (hereinafter referred to as "Westmont"). Schaumburg and Westmont are herein jointly referred to as the "Parties".

W I T N E S S E T H:

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois authorizes units of local government to contract and associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance; and

WHEREAS, under said Constitutional provision, participating units of local government may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, the Intergovernmental Cooperation Act, as amended (5 ILCS 220/1, *et seq.*) authorizes units of local government to exercise, combine, transfer, and enjoy jointly any power or powers, privileges, functions, or authority exercised or which may be exercised by any one of them, and to enter into intergovernmental agreements for that purpose; and

WHEREAS, Schaumburg and Westmont, respectively, currently owns, maintains and operates network server rooms complete with physical access controls, unfiltered power, and available Internet access outside of their respective private networks; and

WHEREAS, Westmont and Schaumburg are seeking reciprocal use of each other's network server room as a backup location; and

WHEREAS, Westmont has chosen a backup location, but Schaumburg has not; and

WHEREAS, Schaumburg and Westmont have no objection to the aforementioned use of its respective network server room, subject to certain terms and conditions; and

WHEREAS, the Village of Schaumburg is a home rule municipality and pursuant to the Illinois Constitution, Article VII, Section 6, has certain powers which it is exercising.

NOW, THEREFORE, pursuant to statutory authority and their powers of intergovernmental cooperation, it is agreed by and among the parties hereto as follows:

SECTION 1. Recitals Incorporated. The foregoing recitals shall be and are hereby incorporated into and made a part of this Agreement.

SECTION 2. Access. Each hosting Party will allow the other to access the designated server room by appointment only during normal business hours to access the co-located equipment. It is expressly understood that said server room co-location shall only be used for backup purposes in the event that the main server fails. Only the other Party's employees will be provided limited, agreed upon access to its equipment. The employees will be required to provide identification and sign in at the front desk.

SECTION 3. Equipment. Schaumburg will allow Westmont to network equipment (hereinafter the "Westmont Equipment") to the server room located 1000 W. Schaumburg Road, Schaumburg, IL 60194 (hereinafter the "Server Room Site"), subject to said connections taking place as directed by and under the supervision of Schaumburg. Said Westmont Equipment shall remain the property of Westmont and upon termination of this Agreement Westmont shall remove the Westmont Equipment. Westmont shall be solely responsible for installing and making any necessary repairs to the Westmont Equipment. Westmont agrees to the same terms and conditions when Schaumburg selects a location which is approved in writing by Westmont.

SECTION 4. Internet Access. The Parties will allow a connection from their network equipment to the internet (outside of each Parties firewalls) with up to 4 static IP addresses, subject to said connections taking place as directed by and under the supervision of the hosting Party.

SECTION 5. Fees or Costs. There is not anticipated to be any fees or costs incurred through this agreement. Any and all fees or costs shall be the responsibility of the party incurring said fees.

SECTION 6. Maintenance. The Parties agree to maintain its own Server Room at its sole expense. The hosting Party shall also be responsible for providing unfiltered power to the others equipment.

SECTION 7. Insurance.

Both parties hereby represents and warrants that each will possess and will continue to possess insurance coverage for contractual liabilities, and blanket excess insurance coverage, providing comprehensive liability coverage in an aggregate amount not less than \$2,000,000 pursuant to the provisions of a self-insurance pool agreement or a comprehensive general liability insurance policy and a blanket excess insurance policy during the terms of usage by each party. Each party shall take all actions necessary to keep such insurance coverage in full force and effect, from time to time. A failure to keep such insurance coverage in continuing effect shall result in an automatic suspension of the right to use the location for back up purposes pursuant to this Agreement. Such suspension shall be automatically lifted when insurance coverage is in effect. Not later than fifteen (15) days before beginning the use of the premises pursuant to this Agreement, the backup party shall deliver or cause to be delivered to

hosting party, a satisfactory and current certificate or certificates of insurance showing the required coverages and the effective dates for such coverage, which certificate or certificates shall contain a limitation that the insurance coverage may not be modified, revoked or canceled except after ten (10) days prior written notice served on the hosting party. In each subsequent year, a certificate or certificates evidencing renewal or replacement of the insurance policy, or policies, or of the coverage provided by the self-insurance pool agreement required above shall be delivered to the hosting party no later than the date of expiration of the then current certificate or certificates.

SECTION 8. Hold Harmless and Indemnification. The Parties agree to, indemnify the other, and its elected and appointed officials, attorneys, employees and agents, and hold them harmless from any claim, injury, or loss, no matter how sustained allegedly, arising out of or related in any way to the provision of network operations by the hosting Party, and the use of, the misuse of, or the disruption or failure of network operations pursuant to this Agreement.

SECTION 9. Termination. Either party may terminate this Agreement by providing at least sixty (60) days written notice to the other Party.

SECTION 10. Notices. Written notices required pursuant to this Agreement and all other correspondence between the parties shall be directed to the following and shall be deemed received when hand-delivered or three (3) days after being sent by certified mail, return receipt requested:

Schaumburg: Village President
101 Schaumburg Court
Schaumburg, IL 60193

With a copy to: Village Attorney
101 Schaumburg Court
Schaumburg, IL 60193

Westmont: Village President
31 Quincy Street
Westmont, IL 60559

With Copies to: Westmont IT Director
31 Quincy Street
Westmont, IL 60559

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date herein above written.

VILLAGE OF WESTMONT

Village President

ATTEST:

Village Clerk

VILLAGE OF Schaumburg

Village President

ATTEST:

Village Clerk